

California High-Speed Rail Authority



Request for Qualifications for Project and Construction Management Services for Construction Package 2-3

RFQ No.: HSR1#-##

Month ##, 201#

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1.0 Overview and General Information

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ):

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Project and Construction Management (PCM) Services. The purpose of this RFQ is to award a contract to one (1) Offeror to provide PCM Services to oversee the Design-Builder for Construction Package 2-3 of the California High-Speed Rail System (System) in California's Central Valley.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
- The contract period will start with a Notice to Proceed (NTP) that is anticipated to be issued up to six (6) months prior to the Design-Build Contract NTP for Construction Package 2-3 and extend up to one (1) year beyond substantial completion of Construction Package 2-3.
- The estimated dollar value for this contract may range from \$45 million to \$65 million.
- The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.
- Offerors will be required to commit to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see **Form A and Cert. 2**).
- Negotiations shall be held with the top ranked Offeror.
- The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and on the Authority's website at (www.cahighspeedrail.ca.gov).
- All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by #:00PM on Month ##, 201# for the benefit of all Offerors.

1.1 Definitions

Definitions are per the Design-Build Contract for Construction Package 2-3 (CP 2-3) RFQ Number HSR 12-07. Additional definitions relating to the Project and Construction Management (PCM) contract are as follows:

Authority – California High-Speed Rail Authority

Authority Board – California High-Speed Rail Authority Board of Directors



Business day – Monday through Friday, except for federal or State holidays, between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time

Day – Calendar day

Design-Builder – the Design-Builder performing the design and construction work for Construction Package 2-3 as detailed in the Design-Build Contract.

Design-Build Contract – the contract between the Design-Builder and the Authority for design-build services to be performed for Construction Package 2-3, HSR13-##.

Disadvantaged Business Enterprise (DBE) – A Disadvantaged Business Enterprise (DBE) is a small business concern that is at least 51 percent owned and whose management and daily business operations are controlled by “socially and economically disadvantaged individuals” (as that phrase is defined in 49 C.F.R. Part 26).

Disabled Veteran Business Enterprise (DVBE) – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00 between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.

Key Personnel – Those individuals identified in the Offeror’s SOQ to fill the positions specified in Section D of Part B, Volume 1.

Licensed Professional Engineer – An engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code Section 6700 *et seq.*).

Microbusiness (MB) – A for-profit small business concern with gross annual receipts of less than \$3,500,000 or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

Offeror – A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

Offeror Team – Collectively, the Offeror and its members and subcontractors.

Open Government Laws – Collectively, the Public Records Act, the Bagley-Keene Open Meeting Act (Gov. Code section 11120 *et seq.*), the Ralph M. Brown Act (Gov. Code section 54959 *et seq.*) and the Freedom of Information Act (5 U.S.C. section 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable Federal open records laws.



Person – Any individual, corporation, company, joint venture, partnership, trust, unincorporated organization, or governmental agency including the Authority.

Project & Construction Management (PCM) – the Offeror that enters into a contract with the Authority to provide PCM Services for Construction Package 2-3.

Project & Construction Management (PCM) Manual – Practices and procedures to be employed by the PCM in oversight of the Design-Build contracts.

Project – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno and a point approximately one mile north of the Tulare/Kern county line in the County of Tulare. Also, sometimes referred to as Construction Package 2-3 or CP 2-3.

Public Records Act – The California Public Records Act, Government Code Section 6250 et seq.

Small Business (SB) – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in USDOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

- a. For USDOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65 (b). Certified SB firms participating in USDOT-assisted contracts are not required to have a principal office located in California. Both State and/or Federal certified SB firms are eligible to be credited toward meeting the SB goal on a USDOT-assisted contract.
- b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed \$14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California

Subcontractor – Defined as follows:

- a. Prior to award of the PCM contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or



- b. After award of the PCM contract, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Work – All of the work required under the PCM contract, including all administrative, design, engineering, permitting, coordination, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation, and other duties and services to be furnished and provided by Offeror.

1.1.1 Acronymns

ARRA – American Recovery and Reinvestment Act of 2009

ATC – Alternate Technical Concept

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CEQA – California Environmental Quality Act of 1970

CMS – Construction Management Software

CO – Change Order

CP 2-3 – Construction Package 2-3

CSEP – Certified Systems Engineering Professionals

DB – Design-Build

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

ICE – Independent Checking Engineer

INCOSE – International Council on Systems Engineering

ISE – Independent Site Engineer

JHA – Job Hazard Analysis

MB - Microbusiness

MQP – Master Quality Plan

NEPA – National Environmental Policy Act of 1969



NTP – Notice to Proceed

PCM – Project and Construction Management

PE – Professional Engineer

PMIS – Project Management Information Systems

QAP – Quality Assurance Plan

QMS – Quality Management System

RAMS – Reliability, Availability, Maintainability, Safety

RFI – Request for Information

RFQ – Request for Qualifications

RFP – Request for Proposals

SBE – Small Business Enterprise

SONO – Statement of No Objection

SOQ – Statement of Qualifications

SSHASP – Site-Specific Health and Safety Plan

SSMP – Safety and Security Management Plan

SSPOP – Safety and Security Program Oversight Plan

U.S. DOT – United States Department of Transportation

V&V – Verification and Validation

1.2 Statement of Qualifications Submittal Information

Table 1: Key RFQ Dates:

Key Dates	Activity Description
January 10, 2014	Final RFQ advertised and issued to prospective respondents.
TBD	Last day to submit written questions
TBD	Pre-bid conference location: TBDThe pre-bid conference is not mandatory.
TBD	SOQs due to Authority's office by 4:00 PM Pacific Time.
TBD	Discussions/Interviews with Offerors held in Sacramento, CA.
TBD	Notice of Selection
TBD	Negotiation with selected Offeror
TBD	Authority Board consideration of contract award

SOQs submitted in response to this RFQ shall include one original and six (6) hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly



marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a DVD. SOQs must be received no later than #:00 PM, Month #, 201#, addressed as follows:

MAILED OR HAND-DELIVERED TO:

Attention: Rebecca Harnagel
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) ###-####
Fax: (916) ###-####
Email: TBD@hsr.ca.gov

Persons intending to submit SOQs for this contract shall not contact or discuss any items related to this process with any Board member or Authority staff other than Ms. Harnagel. Failure to comply with this communication prohibition may result in disqualification.

The following information must be placed on the lower left corner of the submittal shipping packages:

RFQ No.: HSR1#-##

California High-Speed Rail Authority
PCM Services Statement of Qualifications

Offeror: _____

1.2.1 Amendments to Request for Qualifications

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission.

1.2.2 Non-Commitment of Authority

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a SOQ in response to this request, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Offeror, or to modify or cancel in part or in its entirety the RFQ if it is in the best interest of the Authority to do so.

1.2.3 Late Submittals:

In accordance with California Public Contract Code 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law.



Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after **#:00 PM on, Month ##, 201#**. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror.

1.2.4 Modification or Withdrawal of SOQs:

Any SOQ received may be withdrawn or modified before the SOQ submittal date by written request to the Authority.

1.2.5 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for PCM Services shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

1.2.6 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project that began upon the date of issuance of this RFQ and will be completed with either the execution of the PCM Services contract or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- A. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subcontractors that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings).
- B. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point-of-Contact (see Part 1.2) and Offeror's RFQ/Proposal Manager as provided on Form B.
- C. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.
- D. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.



- E. The Offerors shall not contact the entities listed below, including any employees, representatives, and members:
 - 1. Federal Railroad Administration (FRA)
 - 2. California State Transportation Agency (CalSTA)
 - 3. California Department of Transportation (Caltrans)
 - 4. California Department of General Services (DGS)
 - 5. California High-Speed Rail Authority (except as provided in this RFQ)
- F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
- G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

2.0 Background

Established in 1996 by state legislation, the California High-Speed Rail Authority has a statutory mandate to plan, build, and operate a high-speed rail system to be coordinated with California's existing transportation network, particularly intercity rail and bus lines, commuter rail lines, urban rail transit lines, highways, and airports.

The goal is to increase and maintain California's mobility, vital to our economy's health, as the population grows from 38 million today to a projected 50 million by 2035. The planned System length is approximately 800 miles from Sacramento to San Diego, with 9 segments running through the Bay Area, Central Valley, Inland Empire and Southern California. The train will travel at speeds of up to 220 miles per hour with approximately 15 stops. A key performance goal is to make the trip from San Francisco to Los Angeles in less than 2 hours and 40 minutes.

The Authority intends to finance the Project with State and Federal funding, including funds provided by the Federal Railroad Administration (FRA) and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The Authority will act as the FRA-designated recipient for federal transportation funds.

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. Prior to execution or commencement of any contract resulting from this RFQ, if sufficient funds are not made available for the current year and/or any subsequent years covered under a contract resulting from this RFQ, then that agreement shall be of no further force and effect. In addition, a contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this contract in any manner.

After execution or commencement of this agreement, if Congress or the State Legislature does not appropriate sufficient funds for the program, the Authority shall have the option to either: 1) cancel the contract with no further liability occurring to the Authority; or 2) amend the contract reduce the scope of work to reflect any reduction in funds.



3.0 Description of Work

See Attachment A for the full scope of work.

The purpose of the PCM role is to enhance the Authority's ability to effectively manage multiple large contracts required to deliver the First Construction Segment. The PCM provides the manpower and expertise to manage the Design-Build Contract under the direction and support of the Authority. The PCM will be co-located with the Design-Builder. Figure 1 illustrates how the PCM fits into the existing organization.

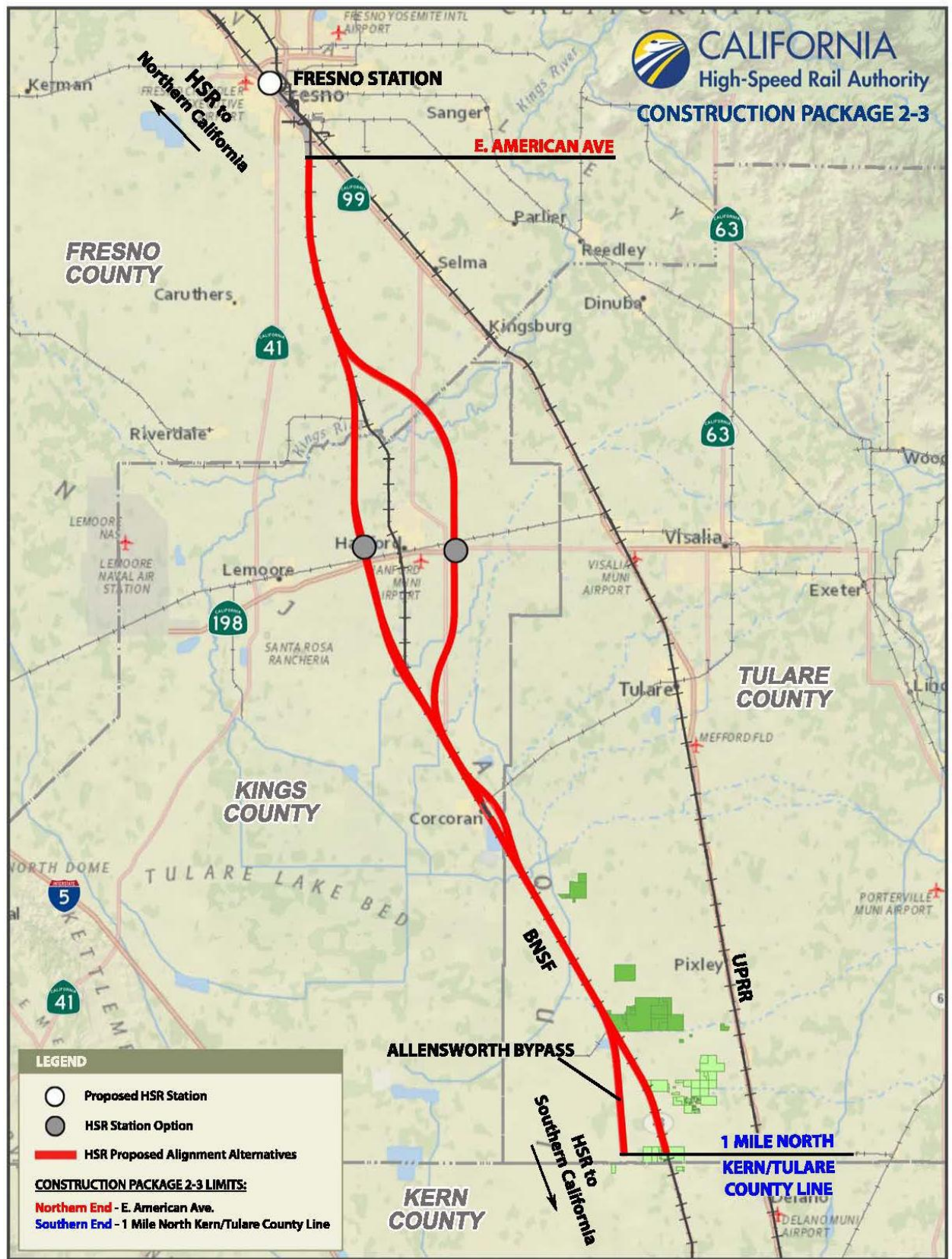
This RFQ is intended to procure the PCM that will provide the manpower and expertise and represent the Authority in the management of the Design-Build contract for Construction Package 2-3, which will extend from East American Avenue near the city of Fresno to a point approximately one mile north of the Tulare/Kern county line.

Attachment A to this RFQ entitled Scope of Services represents the range of professional services which the PCM may be called upon to deliver during the course of the contract. Depending on the status of the Design-Build contract and the needs of the Authority, the PCM may be called upon to deliver varying levels and types of PCM services within those identified in Attachment A. The actual services to be provided by the PCM during a given period will be established in discussions between the PCM and the Authority and will be memorialized in period work plans and budgets. The anticipated day-to-day activities and responsibilities of the PCM are described in the Project and Construction Management Manual which is posted on the Authority's website at: [\[REDACTED\]](#).

The PCM will be expected to provide full-time, dedicated staff co-located in the office of the Design-Builder in the Central Valley. For PCM work required before the Design-Builder establishes a Central Valley office, reasonably necessary office rates will be reimbursed. Offerors should be aware that the PCM contract is a Central Valley-based contract. Relocation costs, commuting costs, per diem, or other expenses to transport PCM staff to the Central Valley will not be reimbursed by the Authority. The PCM contract will be a cost-plus-fixed-fee contract consistent with applicable federal cost principles.



Figure 1: High-Speed Rail Delivery Organization



4.0 Statement of Qualifications Requirements

The following summarizes the content and organization of the SOQs. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.

4.1 General Requirements

The SOQ shall be completed in ink or typewritten; and shall be manually signed. Scanned or faxed responses are not acceptable.

The SOQ shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).
- The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.5, and the Forms and Certifications).
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-11 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The SOQ shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described in Section 4.0 shall be addressed.
 - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

4.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must be signed by an official authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The transmittal letter shall also provide the following: names, titles, addresses and



telephone numbers of individuals authorized to negotiate and contractually bind the Offeror. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count.

4.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding 3 pages, stating key points of their SOQ which they believe highlight their qualifications to serve as PCM for CP 2-3. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ, however Offerors should be aware that the Executive Summary will not be separately evaluated and it will count against the page limitation.

4.4 Contents of the SOQ

Using the following criteria as a minimum, state why your firm believes it is qualified to provide the services requested in this RFQ.

4.4.1 Past Performance and Experience

The Authority wishes to contract with a PCM team with a proven track record of successfully providing construction management services on similar projects. Experience managing projects in excess of \$500 million is preferable. Experience managing design-build projects is preferable. Offerors should identify and discuss prior projects with elements similar to those present in CP 2-3 including, but not limited to:

- Management of a long linear construction project with work occurring at a distance from the project office
- Management of a construction project involving extensive utility relocation
- Management of a project with rigorous quality requirements
- Management of a project in close proximity to freight railroads
- Management of a project in an agricultural area

4.4.1.1 References

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Offeror has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

4.4.2 Organization and Key Personnel

The Authority wishes to contract with a PCM team with organizational and staffing plans that are appropriate for the construction management of CP 2-3, and with experienced personnel in key roles. Key Personnel's experience managing design-build projects is preferred. Describe the composition of the PCM, and how activities are assigned. Discuss how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for



primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project and integrates with Authority staff.

Discuss in general the expected work elements based on the activities as described in the RFQ scope of work and PCM Manual. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.

4.4.2.1 Staffing Plan

Provide a basic time-phased staffing plan showing all positions needed to accomplish the various types of assignments for the duration of the contract. Indicate the level of participation for each position by giving the percentage of hours budgeted over calendar time. Identify positions that will be co-located with the Design-Builder and those that will be working from home office locations, if any. The expectation is that the majority of the effort will require location at the site offices. The final staffing plan shall be approved by the Authority and will be subject to change according to the Design-Build Contract schedule. The staffing plan will be updated and approved annually (or semi-annually if needed) to determine the staffing required for the next financial year.

4.4.2.2 Key Personnel and Roles

There shall be no change in the Key Personnel without prior written approval by the Authority. All Key Personnel shall submit a signed statement indicating that they understand the project office will be in the Central Valley co-located with the Design-Builder and are willing to work full time at that location as determined by the work schedule. Subcontractors' Key Personnel shall be identified in the same manner.

Provide resumes for Key Personnel positions identified in the Organization and Management Plan, including Subcontractors' Key Personnel. Resumes shall be limited to three pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm.

All known subcontractors shall also be identified on Form A. Provide a list of individuals that will fill the following Key Personnel positions:

4.4.2.2.1 Design-Build Oversight Manager/PCM Project Manager

This individual will be the primary responsible person in charge of the overall PCM effort and the liaison with the Authority's on site representative. A Professional Engineer is preferred. At least 15 years of experience managing the design and construction of major transportation infrastructure projects, including design/build experience is preferred. Offerors should also note the licensing requirements in Section 6.1 of this RFQ.



4.4.2.2.2 Quality, Verification, Validation, & Self-Certification Oversight Manager

This individual is responsible for both oversight of the Design-Builder's quality program and oversight of the Verification, Validation (V&V) and Self Certification program. At least 15 years of construction quality management experience on similar projects and demonstrated experience in V&V, including Certified Systems Engineering Professionals (CSEP) and/or membership in the International Council on Systems Engineering (INCOSE), is preferred.

4.4.2.2.3 Construction Oversight Manager

This individual is responsible for oversight of the Design-Builder's construction program. At least 15 years of recent experience in construction of similar transportation infrastructure is preferred.

4.4.2.2.4 Engineering Oversight Manager

This individual is responsible for oversight of the Design-Builder's design program. At least 10 years of recent experience in managing design of similar transportation infrastructure is preferred. The Engineering Oversight Manager is required to be Professional Engineer licensed in California now or by the time the contract is executed.

4.4.2.2.5 Project Controls Oversight Manager

This individual is responsible for schedule, costs, estimating, document control, and changes/claims support. At least 15 years of recent experience in managing project controls for similar transportation infrastructure is preferred.

4.4.2.2.6 Environmental Oversight Manager

This individual is responsible for oversight of the Design-Builder's environmental program. At least 10 years of recent experience in managing environmental compliance programs in the State of California, with a background in cultural or biological resources, for similar transportation infrastructure is preferred.

4.4.2.2.7 Third Party and Utility Oversight Manager

This individual is responsible for coordination support with utilities, railroads, and other third parties. At least 10 years of recent experience in managing third party and utility coordination oversight is preferred.

4.4.3 Understanding of Project Elements and Requirements

The Authority wishes to contract with a PCM team with a strong understanding of the CP 2-3 project and the requirements for its successful management. A detailed discussion of the understanding of the project elements, project requirements, and how the PCM function adds value and works toward the goal of achieving optimal efficiency for delivering Construction



Package 2-3 to the Authority. Demonstrate a thorough knowledge of what is required to monitor, report, enforce, and measure performance of a design build contract.

Describe your approach and suggested solutions to issues presented by CP2-3 including, but not limited to:

- Management of a long linear construction project
- Coordination with local regulatory and permitting agencies
- Coordination with private stakeholders including agricultural and residential property owners
- Review of construction schedules impacted by right-of-way acquisition
- Oversight of environmental compliance with CEQA/NEPA required mitigation requirements

4.4.4 Small Business Participation

For this solicitation the Authority has established a 30 percent Small Business (SB) Enterprise goal. Offeror should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, August 20, 2012, and to Section 25 and Section 26 of Attachment C. SOQs will be evaluated for compliance with the SB/DBE program in meeting the goal commitment of 30 percent and Offeror's approach to ensuring this goal is met during performance of the contract. This 30 percent SB goal is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a 3 percent Disabled Veterans Business Enterprise (DVBE) goal.

In this section, list the name of each SBE/DBE/DVBE subcontractor it will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.

Describe Offeror's approach and processes to be employed during the performance of the contract to ensure that the goals of the Authority's Revised Small Business Enterprise Program for Professional Services Contracts are met. It is expected that the approach and processes identified will be incorporated into the Offeror's Small Business Performance Plan which will be a contract deliverable.

4.5 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (the "Policy") that will apply to this procurement and the resulting contract, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website at

http://www.hsr.ca.gov/docs/about/doing_business/Organizational_Conflict_Interest_Policy_Final_9152011.pdf



Offerors are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that:

1. Preclude certain firms from participation in this procurement and
2. Affect the ability of the Offeror, its Subcontractors and their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

Failure to comply with the Policy in any respect, including the failure to disclose any actual, perceived or potential organizational conflict of interest, may result in serious consequences as described in Section V(2) of the Policy.

The Authority will only award a Contract to an Offeror whose objectivity is not impaired because of any past, present or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is found to exist, the Authority may:

1. Disqualify the Offeror, or
2. Determine that it is otherwise in the best interest of the Authority to contract with such Offeror and include appropriate provisions to mitigate or avoid such conflict in the Contract awarded.

Each Offeror shall fully disclose organizational conflicts of interest in its SOQ, using Form B. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the Contract through this procurement process, the resulting Contract may be terminated.

By submitting its SOQ, each Offeror agrees that, if an organizational conflict of interest is discovered following submittal of the SOQ, the Offeror will make an immediate and full written disclosure to the Authority that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts.

4.6 Confidentiality

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Authority during this procurement process, including as part of a response to this RFQ are, upon their receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to FRA are subject to the Freedom of Information Act (FOIA) or other Federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act and FOIA. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to an Offeror or Offeror team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.



If an Offeror has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, USDOT FOIA regulations (49 CFR 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

5.0 Evaluation and Negotiation

The following summarizes the Statement of Qualifications Review, Evaluation, and Negotiation processes.

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 4.0 above and Attachment B. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the SOQ documents or excuse the Offeror from full compliance with the contract requirements if the Offeror is awarded the contract.



5.2 Statement of Qualifications and Discussions/Interviews Evaluation

The Authority Evaluation/Selection Committee will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 4 above and in Attachment B.

Following the evaluation of SOQs, the Authority will hold Discussions/Interviews with selected Offerors. Discussions/Interviews with the Evaluation/Selection Committee will be held with no fewer than the top 3 rated Offerors. Discussions/Interviews will be separately evaluated based on criteria described in Attachment C.

5.3 Contract Negotiation Process

At the conclusion of the SOQ review and Discussions/Interviews, the Evaluation/Selection Committee will recommend the top ranking Offeror for award of the contract. The Authority will enter into negotiations with the Offeror ranked “1” for the scope of the contract. If negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Offeror for contract award to the Board for approval.

Upon approval by the Authority Board, the Authority will be authorized to award and execute the contract to the selected Offeror.

6.0 Additional Requirements Related to the Contract for PCM Services

The following contract provisions will be applicable upon execution of this contract:

6.1 Licensing Requirements

The Offeror shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award. The SOQ must include information regarding California professional licenses held by the Offeror’s key personnel. At least one key person responsible for direction and control of the PCM Services shall be a California registered Professional Engineer now or by the time the contract is executed.

6.2 Insurance

Without limiting Offeror’s indemnification of Authority, and prior to commencement of Work, Offeror shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.



6.3.1 Workers' Compensation Insurance.

Offeror shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Offeror shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

6.3.2 General Liability Insurance.

Offeror shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.3.3 Automobile Liability Insurance.

Offeror shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Offeror arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than five million dollars (\$5,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.3.4 Professional Liability (Errors & Omissions) Insurance.

Offeror shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of five million dollars (\$5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. Cost of such insurance shall be included in Offeror's bid.

6.3.5 Environmental Professional Liability Insurance.

Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than five million dollars (\$5,000,000) per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." If the insured is using sub contractors, the Policy must include work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. The cost of such insurance shall be included in Offeror's bid. Insurance as required in this paragraph above may not exclude:

- (a) Bodily injury;



- (b) Property damage;
- (c) Pollution conditions arising out of environmental work;
- (d) Asbestos-related claims;
- (e) Testing, monitoring, measuring operations, or laboratory analyses.

6.3.6 Other Provisions or Requirements

6.3.6.1 Proof of Insurance.

Offeror shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.3.6.2 Duration of Coverage.

Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Offeror, his agents, representatives, employees or subcontractor. Offeror agrees to maintain professional liability insurance for a period of no less than three years after completion of the work under this Agreement.

6.3.6.3 Authority's Rights of Enforcement.

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Offeror or Authority will withhold amounts sufficient to pay premium from Offeror payments. In the alternative, Authority may cancel this Agreement.

6.3.6.4 Acceptable Insurers.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

6.3.6.5 Waiver of Subrogation.

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Offeror or others providing insurance



evidence in compliance with these specifications to waive their right of recovery prior to a loss. Offeror hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

6.3.6.6 Enforcement of Contract Provisions (non estoppel).

Offeror acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Offeror of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

6.3.6.7 Requirements not Limiting.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

6.3.6.8 Notice of Cancellation.

Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

6.3.6.9 Additional Insured Status.

General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

6.3.6.10 Authority's Right to Revise Specifications.

The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Offeror, the Authority and Consultant may renegotiate Consultant's compensation.

6.3.6.11 Self-insured Retentions.

Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

6.3.6.12 Timely Notice of Claims.



Offeror shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Offeror's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

6.3.6.13 Additional Insurance.

Offeror shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

6.3.6.14 Subconsultants.

To the extent Offeror engages the services of sub consultants, Offeror agrees to require the same insurance as required of Offeror except as to limits. The limits for subcontractors shall be no less than one million dollars (\$1,000,000) in coverage for which a limit is specified above.

6.4 Recycling Certification

The Offeror shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200. This certification shall be made based on material, goods, or supplies offered or products used in the performance of the contract for PCM Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. Offeror may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.) The Offeror shall also comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

6.5 Disadvantaged Business Enterprises

The Authority encourages the Offeror to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain USDOT agencies in 49 C.F.R. Part 26) in carrying out the PCM Services.

The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PCM Services. The Offeror shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FRA USDOT-assisted contract. Failure by the Offeror to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. Each subcontract the Offeror signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

In addition, SOQs will be evaluated for their support of the State's disadvantaged business enterprise programs, as described below and further detailed in Attachment B.



6.5.2 Small and Disadvantaged Business Enterprise Program

The Offeror shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall **30 percent** goal for small business utilization in the Authority's contracting and procurement program. The Offeror shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, and Title VI of the Civil Rights Act of 1964 and related statutes.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Small and Disadvantaged Business Enterprise Program on the Authority's Small Business resource web page:

<http://www.cahighspeedrail.ca.gov/sb-resources.aspx>.

6.6 Subcontracting

The Offeror shall perform the work contemplated with resources available within its own organization and shall contract no portion of the work without written authorization, except that which is expressly identified in the Offeror's SOQ. Any subcontract in excess of \$25,000 shall contain all the provisions stipulated in the PCM contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the Authority's Contracts Manager in advance of assigning work to a substitute subcontractor.

6.7 Prevailing Wages

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices, and will be furnished to Offeror and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Offeror may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for PCM Services.

6.8 Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental



statutes or regulations superimposed after the fact. The Offeror shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Offeror arises out of a default of its subcontractor, and if such default arises out of the following:

- Causes beyond the control of both the Offeror and subcontractor, and
- Without the fault or negligence of either of them

However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Offeror to meet the required performance schedule, the Offeror and its subcontractors will be held liable for damages of such delay or failure.

6.9 Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Offeror or on any taxes levied on employee wages. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to the contract.

7.0 Protest Procedures

7.1 Applicability

This Part sets forth the exclusive protest remedies available with respect to this RFQ and prescribes the exclusive procedures for protests regarding:

- A. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;
- B. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; and
- C. Shortlisting determinations.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(A) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point-of-Contact provided in Section 1.2. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.



7.3 Deadlines for Protests

Protests concerning the issues described in Section 7.1(A) must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 business days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Part A.8.1(a-b).

Protests concerning the issues described in Section 7.1(B) must be filed no later than 5 business days after receipt of the notification of non-responsiveness.


Protests concerning the issues described in Section 7.1(C) must be filed no later than 5 business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

7.4 Content of Protest

Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy of the Authority's Designated Point-of-Contact identified in Section 1.2, as soon as the basis for the protest is known to the Offeror. Except for protests concerning the issues described under Section 7.1(A), the Offeror filing the protest shall concurrently file a copy of the protest with the other Offerors (whose addresses may be obtained from Authority's website). The Protest Official for this RFQ is:


California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

7.6 Comments from other Offerors

Other Offerors may file statements in support of or in opposition to the protest within 7 days of the filing of the protest. The Authority shall promptly forward copies of all such statements to the protestor. Any factual declarations shall be sworn and submitted under penalty of perjury.



7.7 Burden of Proof

The protestor shall have the burden of proving its protest. The Authority may discuss, in its sole discretion, the protest with the protestor and other Offerors. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.8 Decision on Protest

The Protest Official shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in a protest, in its sole discretion, the Authority may make appropriate revisions to this RFQ by issuing addenda.

7.9 Limitation on the Authority's Liability

The Authority shall not be liable for any damages to or costs incurred by any participant in a protest, on any basis, express or implied, and whether or not successful.



Attachment A: Scope of Work**INTRODUCTION**

This scope of services describes the requirements for Project and Construction Management (PCM) services for the management and oversight of the Design-Builder for CP 2-3. The Offeror should review the project description in the Design-Build Contract Request for Qualifications (RFQ) and the Project & Construction Management (PCM) Manual (both located on the Authority website) to understand the context of this scope.

The selected Offeror shall provide a team of qualified personnel to provide PCM Services. This team shall be responsible for performing or overseeing all of the duties necessary for the successful oversight of Construction Package 2-3 in accordance with the PCM Manual and Authority direction.

The PCM shall assign the appropriate staff to cover all Design-Builder shifts and phases of work. The PCM may assign specialized personnel to oversee special phases of the Project. The Authority shall assign an Authority Design & Construction Manager and additional Authority support staff for the Design-Build Contract to work directly with the PCM.

The PCM shall be co-located with Authority and the relevant Design-Builder staff, either on site or in design offices. Some early procurement activities may be conducted at the Authority's Sacramento offices, involving a limited PCM staff. Visits to the Authority's offices for the duration of the contract will be required as determined by the Authority.

These services are necessary to assist the California High-Speed Rail Authority (Authority) in overseeing and delivering the complete, safe and efficient performance of the Design-Build responsibilities as set forth in the Signature Document, the General and Special Provisions of the design-build contract, and all other documents stating the responsibilities of the Design-Builder (collectively referred to as the Contract Documents).

The services provided by the PCM are necessary to monitor, manage, track, and report on design and construction of the Authority's Construction Package 2-3 (CP 2-3) and generally involve interfacing, monitoring, tracking, and reporting on the performance and deliverables of the Design-Builder selected by the Authority for CP 2-3. These PCM services will be allocated to one of the following task categories:

1. Project management and administration;
2. Quality, V&V, and self-certification oversight;
3. Safety and security oversight;
4. Project controls oversight/risk management;
5. Engineering oversight;
6. Construction oversight;
7. Environmental oversight;



8. Third party, other contracts, and utility oversight;
9. Public outreach;
10. Specialty support services

The PCM shall work in close coordination with the Authority and the Authority's other consultants and representatives to serve the best interests of the Authority. The PCM's scope of services shall not overlap or conflict with the scope of services of other consultants and representatives of the Authority, the design and construction responsibilities of the Design-Builder, or with the responsibilities of the Independent Checking Engineer (ICE) or the Independent Site Engineer (ISE) which are responsible for checking the Design-Builder's technical submittals and subsequent construction activity. In the event the PCM observes in its professional judgment that a gap or overlap exists in the scope of services of the various representatives of the Authority, the PCM shall so advise the Authority and all parties shall work collaboratively to resolve such gap or overlap.

The level of effort the PCM shall deliver in overseeing performance of CP 2-3 shall be established in Semi-Annual or annual Work and Staffing Plans submitted to the Authority by the PCM and approved by the Authority broken down in the ten major task categories.



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A.1 Project Management and Administration

A.1.1 Project Management

Provide senior management personnel with overall responsibility for delivery of PCM services approved by the Authority. Prepare a Contract Management Manual, including DB compliance oversight management, which describes the overall structure and processes by which the PCM will perform its responsibilities and deliver its services including, but not limited to an organization chart, job titles with job descriptions, reporting structure, and details of the methods the PCM will use to implement the Project's policies and procedures.

The PCM shall provide design and construction oversight for the Design-Build Contract, including monitoring Design-Builder progress against plan, facilitating design and integration workshops specified in the Design-Build Contract and at the formal partnering workshops. The PCM shall initiate and coordinate meetings and formal partnering workshops as required to ensure issues are resolved to meet schedule, and ensuring adherence to Authority procedures for change control and configuration management. The PCM shall implement procedures developed by the Authority for the management of the Design-Builder.

A.1.2 Management Reports and Meetings

Provide progress and status reports to the Authority on a monthly and as-directed basis in a format and with the substance required by the Authority. Participate in meetings as required and directed by the Authority. Take or confirm meeting minutes as required.

PCM reports shall detail the contractual progress of the PCM against the authorized tasks/work plan, differentiated from the progress reporting processed in managing the Design-Build Contract.

The PCM shall provide compliance status reports as described in the PCM Manual to the Authority as requested, but no less frequently than every month.

The PCM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other studies undertaken by the Authority to facilitate timely coordination of effort, identify and address issues of concern, and share information. The PCM shall prepare reports/presentations for the Authority Board and others as directed by the Authority's management staff. Before contract completion, the PCM shall hold a final meeting with the Authority Contracts Manager to present findings, conclusions, and recommendations, and shall submit a comprehensive final report on the project if requested.

A.1.3 Contract Management Support Services

The PCM shall perform contract management services and shall serve as the primary point of contact for the Design-Builder. The PCM shall staff teams as necessary to be able to manage the Design Build Contract and perform all required PCM tasks as authorized by the Authority. Specific staff assignments and dispositions shall be determined by the PCM taking into consideration the Design-Builder's schedule and will include services in the areas of



procurement support for DB contract; contract administration; differing site condition reviews; changes, claims and dispute resolution; labor compliance, small business and subcontract compliance; insurance monitoring and reporting; and contract closeout services.

The PCM shall take a proactive approach to claims avoidance. The PCM shall bring all potential claims to the attention of the Authority and provide recommendations regarding entitlement, potential exposure and strategies for resolution. The PCM shall maintain a claim file and log for any issue that shall or may have a potential to result in a claim for additional time or costs. The claim file shall include a chronology of the written correspondence associated with each issue, minutes to all meetings, which are called to discuss the issue with the Design-Builder(s), "what if" scenarios and forensic schedule analysis where appropriate, and written recommendations for settlement of each issue. All claim files and related documentation shall be submitted to the Authority at the termination of this agreement.

The PCM shall process Design-Builder payment requests including review of milestone completion, progress evaluation, or alternative payment process, submitted in accordance with Authority-approved procedures for approval and payment by the Authority.

The PCM shall administer the process regarding provisional sum entitlements as described in the Design-Build Contract.

A.2 Quality, V & V and Self-Certification Oversight

The Design-Builder is responsible for the design and construction of CP 2-3, including quality assurance and quality control at all stages. The Independent Checking Engineer (ICE) and the Independent Site Engineer (ISE) are responsible for checking the Design Builder's technical submittals and subsequent construction activity¹. The PCM provides oversight, administration, reporting, and recording services to the Authority and does not assume any of the roles assigned to the Design-Builder or ICE or ISE under the Design-Build Contract.

A.2.1 Quality Management

Develop and upon Authority approval, implement a Quality Management System (QMS) and Quality Assurance Plan (QAP) consistent with the Authority's Master Quality Plan (MQP) including development of a statistical sampling program, audit and surveillance schedules and checklists, document comment tracking and disposition, and review and comment on the Contractor's Quality Manual. The QMS shall be coordinated and integrated with the Verification, Validation and Self-Certification program.

The PCM shall also provide input and administrative support as required to the Authority's Lessons Learned Program

¹ For more detail on the roles and responsibilities of the ICE and ISE see the Design-Build Contract, Verification, Validation and Self-Certification section in the Design-Build Contract for CP-1



A.2.2 Verification, Validation and Self-Certification

A critical element of the overall program delivery is the Verification, Validation, and Self Certification process (V&V). The main responsibilities for this process at a project level are with the Design-Builder, the Independent Checking Engineer, and Independent Site Engineer. The V&V process is independent of, but supported by, the Design-Builder's Quality Management, Requirements Management, and Interface Management processes. All the processes work together to fulfill a self-certified, technically compliant project.

The PCM shall develop a Verification & Validation Oversight Plan (VVOP) as applicable for Project and Construction Management, defining as a minimum the inputs, outputs, tools, methods and processes, roles and responsibilities for overseeing the Design-Builder and Independent Checking Engineer and the Independent Site Engineer. The VVOP processes shall describe in detail how the PCM receives, documents, reviews, accepts/rejects, forwards and returns Design-Build submittals as part of the V&V program. The VVOP shall be coordinated with the QMS/QAP.

Upon approval by the Authority, implement the VVOP consistent with the policies of the Authority and the design-build contract requirements. Refine related processes as deemed appropriate with Authority concurrence.

A.2.3 ICE and ISE Review

Verify that the design-builder's ICE and ISE staff and processes are consistent with the design-build contract requirements at all stages of the project. Verify deliverable compliance prior to forwarding to Authority for review.

A.2.4 Inspection and Testing Oversight

The PCM shall provide qualified field personnel and equipment to monitor, document, inspect, and test the field construction. These services shall be performed at a level complementary to, and not duplicative of, the Design-Builder and ISE requirements, and shall be performed according to Authority procedures.

A.3 Safety and Security Oversight

A.3.1 Safety Plan and Program Development

Develop and upon Authority approval, implement, Construction Safety Training Programs. Develop and implement the PCM's Safety and Security Program Oversight Plan (SSPOP).

The SSPOP shall describe the following:

- The roles and responsibilities of PCM safety and security representative(s)
- A schedule for Design-Builder deliverable reviews and safety and security activity audits



- A plan for communication with safety and security representatives from the Authority and the Design-Builder
- A plan for audit of Design-Builder worksite safety and security activities
- A plan for accident/incident investigation and reporting as required
- A plan for oversight of Design-Builder safety and security certification activities

A.3.2 Safety and Security Oversight

Provide oversight for the Design-Builder's construction safety and security activities and submittals, including all submittal reviews and audits required in Contract. Provide technical support to the Authority's Safety and Security Project Committee. Participate in Authority Fire and Life-Safety Committee meetings, and other meetings as required by the Authority.

The PCM shall review the Design-Builder's Safety and Security Management Plan (SSMP), Site-Specific Health and Safety Plan (SSHASP) and Site-Specific Security Plan (SSSP) for contractual and regulatory compliance. SSHASP and SSSP compliance reviews will be conducted at the start of the Design-Build Contract period and annually (or as required) thereafter during the life of the contract, ensuring that updates are made to the plans by the Design-Builder as the project matures and conditions change. The PCM will provide a report of the review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority. Reports of these reviews shall be submitted to the Safety and Security Program Committee for consideration.

The PCM shall review the qualifications of the Design-Builder's proposed safety and security representatives for contractual compliance at the start of the Design-Build Contract period or as representatives' change. The PCM shall provide a report of the review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority. Reports of these reviews shall be submitted to the Safety and Security Project Committee for consideration. Other potential responsibilities include:

- Conduct technical reviews of Project Design-Builder safety and security deliverables including job hazard analyses (JHAs), traffic management plans, adjacent railroad work protection plans, emergency response plans, security awareness training plans and curriculum, security assessments and reports, and accident/incident investigation reports and corrective action plans. The PCM shall provide a report of the technical reviews including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority.
- Coordinate with Owner Controlled Insurance Program (if implemented) Safety Representatives as directed by the Authority.
- Conduct periodic safety and security audits of Project worksites to assess the Project Design-Builder's compliance with the SSHASP and SSSP, and develop and submit audit reports to the Safety and Security Program Committee for review.



- Perform audits of Design-Builder submittals of Monthly Safety Activity Reports and Monthly Security Activity Reports, and develop and submit audit reports to the Safety and Security Program Committee for review.
- Perform construction accident/incident investigations where the Authority elects to perform its own investigation and develop reports for Authority review. Reports of these investigations shall be submitted to the Safety and Security Program Committee.

A.4 Project Controls Oversight/Risk Management

A.4.1 Project Controls and Change Administration

Provide those Project Control services necessary to populate and integrate CP 2-3 specific project information into the Authority's project management information systems (PMIS) in a complimentary, not duplicative, manner. Currently, Oracle, CMS, and Sharepoint are the PMIS in use. Provide document control and records management services including document tracking; logs; document distribution; RFI administration and processing; RFI management and training to Authority staff, if necessary; and photographic record oversight and management. Review and provide comments on Design-Builder's baseline scopes, schedules and payment milestones. Provide support for FRA and agency reporting requirements. Review and provide comments and recommendations on proposed change orders as requested by Authority, and provide change control administration. Provide oversight of schedule and review of Contractor cost accounting including milestone, time & material, or progress payment requests, cost management and estimating.

The PCM shall review all Design-Builder's schedule related submittals, including invoices, for accuracy, completeness, and contractual compliance. The Design-Builder's schedule submissions shall be reviewed for conformity to the Design-Build Contract, specification, as well as for logic, task duration, identification and number of critical activities, float time, procurement lead times, submittal review periods, etc., and for compliance with the parameters established by the Program Master Schedule.

The PCM shall maintain a "conformed Design-Build Contract" that shall contain authorized changes. The PCM shall provide administrative processing of change orders and associated revisions to Design-Build Contract documents, maintain "control copies", distribute to those assigned "conformed Design-Build Contract," and perform audits periodically at the Design-Build Contract Field Management operations to maintain consistency and document control conformity as it relates to Design-Build Contract documents.

The PCM shall follow the Authority's approved Change Order procedures in identifying, analyzing, clarifying, resolving, negotiating, and processing, including the maintaining of change logs that identify pending changes, probable changes, changes in the change order process, and authorized Change Orders (COs). The PCM shall provide cost and engineering estimating services to review and recommend action regarding Design-Builder change requests, value engineering change proposals, claims, and provisional sum work.



Monitor and record the implementation of Alternate Technical Concepts (ATC) priced in the Contract; and review and comment upon Value Engineering Change Proposals and submit to the appropriate parties for review.

Perform trend analyses relative to cost and schedule. Trend analyses shall be performed monthly and updated to reflect the most recent Design-Builder submittals. The PCM shall analyze Design-Builder identified changes in work production including cost and schedule and shall address early detection of potential delays, claims, conflicts between contracts, or other potentially significant impacts to the Project; and the total impact to cost and schedule

A.4.2 Risk Management

Provide support for the Authority's risk management program including tracking risk mitigation activities of the Design-Builder; cost and schedule risk analysis and recommendations as requested by the Authority.

The PCM shall provide input to the Authority's Risk Manager for the Authority's Risk Register regarding the Design-Build Contract. The PCM shall track the progress and effectiveness of Project risk mitigation activities from the Design-Builder and its own activities.

A.4.3 Contingency Management

In accordance with Authority approved procedures, the PCM shall establish and maintain contingency management processes that support and are a subset of the Program's Cost Control and Contingency Management Processes. The Design-Build Contract project contingency shall be monitored and reported to the Authority. Recommendations to the Authority shall be made and project allocated contingency managed by the PCM.

A.5 Engineering Oversight

Provide design oversight, administration and reporting services including review of design & Reliability, Availability, Maintainability, Safety (RAMS) submittals for completeness and non-technical compliance. Attend Contractor design meetings, interface coordination meetings, and third party design coordination meetings. Maintain Contractor-provided meeting minutes and facilitate issue resolution between Design-Builder and third parties during design review process. Monitor, track and report on the design review, interface, and submittal process including design variation requests and administering the configuration control process.

Submittals shall be received and checked for administrative completeness, and the Design-Builder and ICE or ISE reports reconciled concurrently with distribution to appropriate reviewers with recommendations. The PCM shall confirm that the Design-Builder provides full traceability against all technical contract requirements as required in the applicable V&V contract requirements. The traceability shall demonstrate how the technical contract requirements are met during final design, construction, and testing/acceptance, including the necessary objective evidence. The PCM shall use IBM Rational DOORS software for requirements management as specified in the V&V contract requirements



The PCM shall monitor the Design-Builder's design and construction drawings and construction shop drawings and check that Design-Builder construction documentation is submitted in compliance with the contract.

A.6 Construction Oversight

Provide construction monitoring, documenting, and reporting services including participation in Design-Builder pre-construction surveys; monitor prerequisites for start of construction; monitor and report on effectiveness of Design-Builder coordination/interface with independent third party inspections; document construction observations in daily construction reports and photographs; review and confirm completion of payment milestones; monitor Design-Builder compliance with public safety, sustainability and environmental protection requirements; initiate Nonconformance Reports and participate in resolution of field construction issues; support the Quality, Verification and Validation and Self-Certification program in the field; track and report on Contractor's activities related to differing site conditions including the discovery, remediation, and/or disposal of hazardous materials; and participate in Substantial Completion and Final Acceptance processes.

The PCM shall track, check, and report on Design-Builder activities in relation to the discovery, remediation, disposal of, and provisional sum administration of hazardous materials.

The PCM shall coordinate between the Design-Builder and the Authority's right-of-way sub-consultant to ensure that access is efficiently coordinated.

A.7 Environmental Oversight

Provide oversight of the Design-Builder's environmental program, including its integration through design, permitting, and construction phases. Monitor and document the Design-Builder's adherence to environmental commitments and practices as prescribed by mitigation measure, permit conditions, regulatory agency requirements, design features and legal agreements. The PCM shall provide the following:

- Oversight of compliance with the requirements of the final environmental documents and subsequent permits, regulatory agency requirements and the documentation and reporting thereof;
- Review compliance documentation and submittals, and provide guidance of the Design-Builder as appropriate to ensure complete and compliant work products are submitted to the Authority for review;
- Monitor and document effectiveness of the Design-Builder's implementation of the Mitigation Monitoring and Reporting/Enforcement Program, and the accuracy of reporting against mitigation measures; and
- Manage variance and non-compliance processes, including resolutions and other environmental and permit related oversight activities as directed by the Authority.



Oversight of the Design-Builder's Environmental Compliance Program shall require direct oversight of construction work to ensure adequate environmental monitoring occurs and implementation of environmental commitments is successful.

A.8 Third Party, Other Contracts and Utility Oversight

Oversee Design-Builder's coordination activities with third parties, including tracking and documenting submittals and meetings with third parties. Facilitate coordination and issue resolution where Contractor is not responsible for coordination. Monitor and report on Design-Builder effectiveness in notification, coordination, scheduling and field work with utility and third parties for relocation, construction or abandonment of facilities. Monitor effectiveness of Design-Builder coordination of utility agency work.

The PCM shall assist the Authority in utility and railroad coordination efforts, including those necessary for utility relocations and new services, throughout the design and construction phases of the Project.

The PCM shall be tasked with providing coordination and oversight of other 3rd party contracts related to CP 2-3 entered into by the Authority. The limits of the oversight activity will be defined in the Master Agreement between the 3rd party and the Authority, including third party submittals.

Check that all work to be performed by utility agencies is being managed in coordination with the Design-Builder where required.

A.9 Public Outreach

A.9.1 Basic Public Outreach Services

Monitor and report on Design-Builder's public involvement activities related to construction notices and public construction awareness and Contractor dissemination of information to the public.

A.9.2 Additional Public Outreach Services

If directed by the Authority, conduct and coordinate public information activities, including site visits. This may involve activities such as the following:

- Event coordination, including selecting and securing a location compatible with community needs
- Conducting site checks of proposed facilities, and paying all rental fees if required
- Drafting and producing information materials, such as agendas, fact sheets, and programs
- Handling design, production, and dissemination of information and publicity materials prior to each meeting, including postcards, newsletters, flyers, and media releases
- Conducting reminder telephone calls to encourage attendance



- Audio and visual support, including but not limited to maintaining a photographic record
- Drafting and producing comment cards, sign-in sheets, and staff name tags
- Providing refreshments to the extent appropriate under state and federal law
- Setting up and cleaning up equipment and facilities
- Following up the meeting, including preparing summary reports with specified action items and issues and appropriate responses, database maintenance, and correspondence
- Other event logistics, including informational materials/handouts, comment forms, attendance records, summary reports including agendas, and any required follow up.

A.10 Specialty Support Services

- Independent Check Surveys. Implement survey aspects of the Quality Management Plan through independent check surveys performed on a random basis.
- Independent Material Testing and Specialty Inspection. Implement material testing and specialty inspection aspects of the Quality Management Plan through independent material testing and specialty inspection.
- Right of Way Coordination. Monitor the Right of Way acquisition process and schedule and support in coordination of access requirements of the Contractor.
 - Coordinate information-sharing workshops between the right-of-way contractor(s), Authority, and Design-Builder
 - Administer the change control process for changes to the baseline right-of-way Acquisition Plan
 - Provide oversight of Design-Builder temporary construction easement activity
 - Check Design-Builder right-of-way report submissions for contract compliance
 - Monitor and record Design-Builder actions following a change in the Right-of-Way Acquisition Plan
 - Work with the Authority to review and update elements of the access control maps as required

A.11 TYPICAL PCM DELIVERABLES

A.11.1 Plans & Procedures

- Contract Management Manual
- Work & Staffing Plan
- Quality Assurance Plan
- Safety and Security Program Oversight Plan (SSPOP)
- Statistical Sampling Program



- Others as required to implement PCM Services

A.11.2 Reports

- PCM Status/Progress Reports (monthly)
- DB Compliance Status Reports (monthly)
- Board Reports
- Audit Reports
- Safety/Accident Reports
- Daily Construction Reports
- Submittal Review Reports
- Others as required

A.11.3 Work Product

(Consistent with standard industry practices and as required by the Authority)

- Estimates
- Meeting minutes
- Review comments (on schedules, submittals, processes, etc.)
- Invoice reviews
- Photographic records
- Logs
- Checklists
- Recommendations
- Analyses (cost, schedule, claims, other)
- Change order documents
- Others as required



Attachment B: Criteria for Awarding Points for the Statement of Qualifications

		Maximum Score	Actual Score
1.	PAST PERFORMANCE AND EXPERIENCE <ul style="list-style-type: none"> Has the Offeror successfully delivered on past projects of similar scope and complexity? 	30	
2.	ORGANIZATION AND Key Personnel <ul style="list-style-type: none"> Does the proposed project organization present a clear and logical framework? Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand? Does it demonstrate a high level of commitment and resource availability? Does it address the full expanse of potential tasks in the scope? KEY PERSONNEL AND ROLES <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? Is their past experience applicable and indicative of success on this project? Does the project manager have sufficient authority within his organization to effectively lead and manage the project? 	30	
3.	UNDERSTANDING OF PROJECT REQUIREMENTS <ul style="list-style-type: none"> Has the Offeror demonstrated a thorough knowledge of the project? Has the Offeror demonstrated a thorough knowledge of what is required to monitor and measure performance of the DB Contract? Is there sufficient evidence of analysis to lend credibility to the commitments made? <p>Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the PCM Services for a project of this complexity and magnitude with autonomy?</p>	30	
4.	SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none"> Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? Scoring will be based on percentage of goal met. 	10	
5.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
Total		100	



Attachment C: Criteria for Evaluation of Discussions/Interviews

		Maximum Score	Actual Score
1.	STATEMENT OF QUALIFICATIONS (carry over)²	20	
2.	PRESENTATION <ul style="list-style-type: none"> Quality and appropriateness of the presentation Logic of the chosen speakers relative to project challenges Project manager control over the team 	20	
3.	PROJECT MANAGER PARTICIPATION <ul style="list-style-type: none"> Quality of presentation and responsiveness to questions Understanding of PCM challenges and requirements Perceived level of involvement with SOQ structure, content and presentation plan 	20	
4.	KEY STAFF PARTICIPATION <ul style="list-style-type: none"> Quality of presentations and responsiveness to questions Understanding of assignment challenges and requirements Perceived level of involvement with SOQs preparation 	20	
5.	UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> Does Offeror convey an understanding of the critical project success factors? Is the Offeror able to provide evidence of successful small business utilization for this project Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity? Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project? 	20	
Total:		100	

²SOQ carry over is calculated as follows: (Total score on SOQ/100) x 20 possible points = Carry Over Points)



Attachment D: General Terms and Conditions (GTC 610)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., CCR Title 2, Section 1896.)
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.



- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public Purchasing body" means the State or the subdivisions or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attorney's fees or overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE: For any Agreement in excess of \$100,00, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees



to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,00, the Contractor shall give priority consideration to filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation what was achieved. (Govt. Code §14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (PCC 10344(e).)



Attachment E: Additional State Provisions



Attachment F: Relevant Federal Requirements from Grant/Cooperative Agreement

The Project is financed in part with Federal assistance provided by FRA and therefore Federal laws, regulations, policies, and related administrative procedures apply. The selected Offeror must comply with all applicable Federal laws, regulations, policies, and related administrative practices. The most recent of such Federal laws, regulations, policies and related administrative practices at the time will govern the contract for PCM Services, unless FRA issues a written determination otherwise. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the selected Offeror and the Authority execute the Contract, but may apply to the contract for PCM Services. The selected Offeror must ensure compliance by its Subcontractors with and include appropriate flow down provisions in its each of its lower-tier subcontracts as required by applicable Federal laws, regulations, policies, and related administrative practices. Some Federal requirements applicable to the selected Offeror are identified elsewhere in the RFQ. This identifies Federal requirements contained in the Grant/Cooperative Agreement between FRA and the Authority, which are applicable to the selected Offeror and are not addressed elsewhere in the RFQ.

F.1 Federal ARRA Funding:

This Project will receive Federal funding, including ARRA funds. Therefore, the procurement documents and any contract entered into by the Authority shall be subject to the requirements of applicable Federal law, regulations and conditions in the Grant/Cooperative Agreement with FRA. The Authority reserves the right to modify this procurement to address any concerns, conditions or requirements of the funding agencies, including FRA. Certain Federal requirements, as stated in the Grant/Cooperative Agreement, are included here; the full Grant/Cooperative Agreement, including additional requirements not described in this attachment, is available for review by Offerors on the Authority's website.

F.2 Governing Regulations:

The Authority's performance while expending FRA funds to deliver the contract for PCM Services are governed by and in compliance with the following Administrative and Cost Principles:

- For State, Local and/or Tribal Governmental Entities:
 - 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
 - OMB Circular A-87, "Cost Principles for State and Local Governments," as amended
- For non-profit and for-profit:
 - 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (applies to non-profit and for-profit organizations)



- OMB Circular A-21, "Cost Principles for Educational Institutions" (applies to educational institutions)
- OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (applies to private non-profit organizations)
- Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" (applies to for-profit organizations).

The selected Offeror must expend funds paid by the Authority and keep records of expenditure of these funds in full compliance with the provisions above.

F.3 Accounting Records:

Project Accounts - The selected Offeror must establish and maintain for the contract for PCM Services either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.P.R. § 19.21, as amended, whichever is applicable.

Documentation of Costs and Program Income - All costs charged to the contract for PCM Services, including any approved services contributed by the selected Offeror or others, must be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

F.4 Record Retention:

Submission of Proceedings, Contracts and Other Documents - During the course of the contract for PCM Services and for three years thereafter, the selected Offeror must retain intact and provide any data, documents, reports, records, contracts, and supporting materials relating to the contract for PCM Services as the Authority or FRA may require. Reporting and record-keeping requirements are set forth in-

- 49 C.F.R. Part 18 is for governmental Grantees
- 49 C.F.R. Part 19 for private non-profit and for-profit Grantees

Closing out the contract for PCM Services does not alter these requirements.

F.5 Audit and inspection:

General Audit Requirements - the selected Offeror must organize its contract for PCM Services records and be prepared to make these records available for audit and inspection to ensure Authority compliance with these requirements:

- A State, local government or Indian tribal government must comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.



- A private for-profit organization agrees to comply with the audit requirements of OMS Circular A-133.

The selected Offeror must permit any other audits required by FRA. Closing out the contract for PCM Services will not alter the selected Offeror's audit responsibilities.

F.6 Inspection by Federal Officials

The Offeror agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Offeror, which are directly pertinent to this scope for the purposes of making audits, examinations, excerpts, and transcriptions.

The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Offeror agrees to maintain all books, records, accounts, and reports required by this scope for a period of not less than seven (7) years after the date of termination or expiration of the Contract. With exception to any events related to litigation or settlement of claims arising from the performance of the contract, the Offeror agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 C.F.R. § 18.36(i) (11), 49 C.F.R. § 19.26, or A-133 (whichever applicable).

F.7 Labor Provisions:

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C 231 et seq.), the Railway Labor Act (43 U.S.C. 1 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.). The selected Offeror must reflect these provisions in any agreements with the entities operating rail services over such rail infrastructure to the extent required by 49 U.S.C. 24405(b) and other laws referenced above.

F.8 Labor Protective Arrangements:

For a project that uses rights-of-way owned by a railroad, the selected Offeror must comply with the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the contract for PCM Services financed in whole or in part under this Agreement (See 49 U.S.C. 2440S(c).) The selected Offeror must include the applicable protective arrangements established by the Department of Labor under 45 U.S.C.



836 in its agreements with entities operating rail services over rail infrastructure constructed as part of the contract for PCM Services. The following definitions apply for purposes of applying those protective arrangements:

"Protected employee" means an employee of a railroad who had an employment relationship with such railroad on the date on which the Authority first applied for financial assistance applicable to the contract for PCM Services involved and who is affected by actions taken in the course of delivery of the contract for PCM Services; provided, however, that an employee who was benefitted solely as a result of the contract for PCM Services shall not be a protected employee under these provisions.

"Railroad" means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

F.9 Davis-Bacon Act Provisions:

Payment of prevailing wages on the contract for PCM Services is required by 49 U.S.C. 24405(c) (2) and section 1606 of the American Recovery and Reinvestment Act of 2009. For contract for PCM Services components that use or would use rights-of-way owned by a railroad, the selected Offeror must comply with the provisions of 49 U.S.C. 24405(c) (2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For contract for PCM Services components that do not use or would not use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. 3141 et. seq., including the anti-kickback provisions provided.

Cargo Preference, Use of United States-Flag Vessels - Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference --U.S.-Flag Vessels," 46 C.F.R. Part 381, the selected Offeror must insert the following clauses in contracts let by the selected Offeror in which equipment, materials or commodities may be transported by ocean vessel in carrying out the contract for PCM Services:

As required by 46 C.F.R. Part 381, the selected Offeror agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the contract for PCM Services to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean



bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the contract for PCM Services.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the contract for PCM Services

F.10 Debarment and Suspension and Drug-Free Work Place:

The selected Offeror must provide to the Authority certifications on debarment and suspension and otherwise comply with federal regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

F.11 Civil Rights:

The equal employment opportunity requirements described below will apply to the contract for PCM Services. In addition, the selected Offeror must include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Offeror agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Offeror agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

Equal Employment Opportunity: The following equal employment opportunity requirements will apply to the contract for PCM Services:

1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Offeror agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 *et seq.* (which implements Executive Order NO. 11246, "Equal Employment Opportunity," as amended by Executive Order NO. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are



treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Offeror agrees to comply with any implementing requirements FRA may issue.

2. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Offeror agrees to comply with any implementing requirements FRA may issue.

3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Offeror agrees that it will comply with the requirements of U.S. Equal Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Offeror also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Offeror agrees to comply with any implementing requirements FRA may issue.

The Offeror also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, 290 dd-3, and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Offeror agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

F.12 Environmental Protection:

All facilities that will be used to perform the Scope of Work shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards.

The selected Offeror must require that the contract for PCM Services and Scope of Work be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The selected Offeror must certify that no facilities that will be used to perform the Scope of Work are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The selected Offeror will notify the Administrator as soon as it or any Subcontractor receives any communication from the EPA indicating that any facility which



will be used to perform the Scope of Work is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The selected Offeror must include or cause to be included in each subcontract entered into which exceeds Fifty Thousand Dollars (\$50,000.00) in connection with the Scope of Work, the criteria and requirements of this section and an affirmative covenant requiring such contractor or Subcontractor to immediately inform the Authority and the selected Offeror upon the receipt of a communication from the EPA concerning these matters.

The selected Offeror must facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the FRA determines otherwise in writing.



Forms and Certifications

Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Form B: Organizational Conflicts of Interest Disclosure Statement

Cert. 1: Certification Regarding Miscellaneous State Requirements

Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit



- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 7: Non-Collusion Affidavit
- Cert. 8: Equal Employment Opportunity Certification
- Cert. 9: Non-Discrimination Certification
- Cert. 10: Certification Regarding Lobbying



Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:				
Phone:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Fax:				<input type="checkbox"/> > \$5Mil
Tax ID:				
Contact Person:				Age of Firm:
Email:				
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:				
Phone:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Fax:				<input type="checkbox"/> > \$5Mil
Tax ID:				
Contact Person:				Age of Firm:
Email:				
Name:			<input type="checkbox"/> Yes	<input type="checkbox"/> < \$500K
Street Address:			<input type="checkbox"/> No	<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:				
Phone:			If "Yes": <input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2Mil-\$5Mil
Fax:				<input type="checkbox"/> > \$5Mil
Tax ID:				
Contact Person:				Age of Firm:
Email:				

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as Small Business Entities.

**Organization Name,
Address, and Telephone**

Signature of Team Representative _____

Printed Name _____

Title _____

Date _____



Form B: Organizational Conflicts of Interest Disclosure Statement**CALIFORNIA HIGH-SPEED RAIL AUTHORITY****1. Definition**

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Offeror with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Offeror and its team (including Offeror, Offeror Team members, and all Subcontractors identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature

Printed Name

Printed Title

Offeror



Cert. 1: Certification Regarding Miscellaneous State Requirements

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror (also referred to "Contractor" herein) to the clause(s) listed below. This certification is made under the laws of the State of California.

Offeror Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

CONTRACTOR CERTIFICATION CLAUSES:

Statement of Compliance - Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

Drug-Free Workplace Requirements - Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free workplace policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)



National Labor Relations Board Certification - Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

Contracts For Legal Services \$50,000 Or More- Pro Bono Requirement - Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

Expatriate Corporations - Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

Sweatfree Code Of Conduct -

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).



Domestic Partners - For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

5. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)



3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:
 - a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit**AFFIDAVIT**

STATE OF _____ §

§

§

COUNTY OF _____ §

The undersigned, being first duly sworn, deposes and says that:

(Contact Name)

is the Official Representative of

_____,
(Offeror's Name)

the Offeror submitting the foregoing Proposal.

(If the Offeror has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Offeror has carefully examined all documents that form this Request for Qualification and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package 2-3 of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Offeror will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, consistent with the Offeror's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

Signature_____
Printed Name_____
Title

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public in and for said County and State

[SEAL]

My commission expires: _____



Cert. 3: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ HSR 11-020 Project and Construction Management Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Train System.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

Note: *Duplicate this form so that it is signed by the Offeror and all joint venture members of the Offeror.*



Cert. 4: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if an Offeror currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Offeror Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	



Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

If the “cannot certify” box is checked, attach an explanation of the reasons.

The Offeror shall require any subcontractor, at any tier, whose contract is equal to or greater than \$25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 6).

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name _____

Title

Date _____

[illegible]

Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**Lower Tier Covered Transactions**

This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix B to 49 C.F.R. Part 29, the prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an "x")

☐ Certify to the above ☐ Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone

--



Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

I am the _____ of _____ ,
(Position / Title) (Company)

the party making the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Offeror has NOT directly or indirectly induced or solicited any other Offeror to:

- Put in a false or sham SOQ; and
- Colluded, conspired, connived or agreed with any Offeror or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

That the Offeror has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Price Proposal of the Offeror or any other Offeror, or
- Fix any overhead, profit, or cost element, or that of any other Offeror, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

The Offeror has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

I have the full power to execute, and do execute this declaration on behalf of

(Offeror)



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____, 20____ at _____, _____ (City) _____ (State) .

Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20____
at _____, _____ (City) _____ (State) .

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

To be executed by the Offeror, all joint venture members of the Offeror, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____



Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Offeror agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the contract for PCM Services.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 10: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 20 ____.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

Note:

- 1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

